

July 08, 2024

To,  
**BSE Limited**  
Phiroze Jeejeeboy Towers  
Dalal Street, Fort,  
Mumbai 400 001  
**BSE Scrip Code:539141**

To,  
**National Stock Exchange of India Limited**  
Exchange Plaza, 5<sup>th</sup> Floor Plot no.C/1,  
G Block, Sandra Kurla Complex,  
Sandra (East), Mumbai 400 051  
**NSE Scrip Symbol: UFO**

**Ref: Application for obtaining approval under Regulation 37 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI listing Regulations") for the proposed Scheme of Arrangement amongst Scrabble Digital Limited ("Transferor Company 1" or "SDL") and UFO Software Technologies Private Limited ("Transferor Company 2" or "USTPL") and UFO Moviez India Limited ("the Transferee Company" or "UFO") under Sections 230 to 232 read with section 66 and Section 52 and other applicable provisions of the Companies Act, 2013 ("Scheme")**

**Sub: Submission of No Objection Certificate from secured creditors**

Dear Sir/ Ma'am,

This is in reference to the SEBI Circular No. SEBI/HO/CFD/POD-2/P/CIR/2023/93 dated June 20, 2023 ('SEBI Master Circular'), wherein the Transferee Company is required to submit the No Objection Certificates (NOCs) from more than 75% of the secured lenders in value for the proposed scheme of arrangement amongst Scrabble Digital Limited ("Transferor Company 1" or "SDL") and UFO Software Technologies Private Limited ("Transferor Company 2" or "USTPL") and UFO Moviez India Limited ("the Transferee Company" or "UFO") under Sections 230 to 232 read with section 66 and Section 52 and other applicable provisions of the Companies Act, 2013 ("Scheme")

Pursuant to the same, the Transferee Company has received NOCs from the following lending scheduled commercial banks/financial institution of the Transferee Company as on date.

Sr No.	Bank Name	Amount outstanding as on March 31, 2024 (INR in lakhs)	% in value of total limits
1.	HDFC Bank	3014.32	57.78%
2.	IDFC Bank	2171.24	42.00%
<b>Total</b>		<b>5185.56</b>	<b>99.78%</b>
<b>Total Borrowings from Secured Creditors as on March 31, 2024</b>		<b>5216.98</b>	<b>100.00%</b>

Also, note that these NOCs are being uploaded on the website of the Transferee Company at <https://www.ufomoviez.com/investor> as required under the said SEBI Master Circular.

Request you to kindly take the above on record.

Thanking you.

Yours faithfully,  
**For UFO Moviez India Limited**

KAVITA BHAVESH  
THADESHWAR

Digitally signed by KAVITA  
BHAVESH THADESHWAR  
Date: 2024.07.08 12:15:25 +05'30'

**Kavita Thadeshwar**  
**Company Secretary**

15<sup>th</sup> June 2024

To,  
Board of Directors,  
**UFO Moviez India Limited**  
Valuable Techno Park, Plot No. 53/1,  
Road No. 7, MIDC, Marol, Andheri (East),  
Mumbai – 400093

**Subject: No Objection to Scheme of Arrangement amongst Scrabble Digital Limited (“Transferor Company 1” or “SDL”) and UFO Software Technologies Private Limited (“Transferor Company 2” or “USTPL”) and UFO Moviez India Limited (“the Transferee Company” or “UFO”) under Sections 230 to 232 read with Section 66 and Section 52 and other applicable provisions of the Companies Act, 2013 (“Scheme”)**

Dear Sir,

1. HDFC Bank Limited, at the request of UFO Moviez India Limited, a company incorporated under the Companies Act, 1956 having its Registered Office Valuable Techno Park, Plot No. 53/1, Road No. 7, MIDC, Marol, Andheri (East), Mumbai – 400093 (“Company”) has sanctioned and/or granted credit facilities in the nature of Term Loan and Working Capital (Fund based and Non Fund based) vide various sanction letters from time to time along with other set of documents which includes Term Loan agreement, Deed of Hypothecation, Continuing Master Indemnity Deed, etc. (collectively referred as the “Loan Agreements”) basis the terms and conditions stipulated therein.
2. Now, we are in receipt of a Letter/ Email dated 6<sup>th</sup> June 2024, from the Company along with the Scheme of Arrangement amongst Scrabble Digital Limited (“Transferor Company 1” or “SDL”) and UFO Software Technologies Private Limited (“Transferor Company 2” or “USTPL”) and UFO Moviez India Limited (“the Transferee Company” or “UFO”) under Sections 230 to 232 read with Section 66 and Section 52 and other applicable provisions of the Companies Act, 2013 (“Scheme”), as amended and/or replaced from time to time, and duly approved by the Board of Directors of the Company. We have read and understood the Scheme.





3. In this regard, we, HDFC Bank Limited, as a secured creditor of UFO hereby give our consent to the Scheme and confirm that we fully support the Scheme and every step, which may be taken by UFO, its directors or authorised representatives for the Scheme.
4. In terms of the Agreement together with all related orders, agreements, amendments, modifications, addendums and side letter thereto (collectively, "Original Agreement"), we grant our waiver / consent / no-objection to the Scheme and transactions contemplated thereunder and confirm that nothing further would be required to be done by UFO in this regard.
5. Kindly treat this letter as our consent and agreement to the Scheme, and any modification that may be made therein by the Hon'ble Tribunal or such other competent authority, whilst sanctioning the Scheme.
6. Further, an application may be moved before the Hon'ble Tribunal to dispense with the meeting of secured creditors, and we have no objection if it is so dispensed with.

Thanking you,

For **HDFC Bank Limited**,



Authorized Signatory

Date: 15<sup>th</sup> June 2024

Place: Mumbai



Ref No: IDFCBANK/CAD/MUM-LTR/2023-24/410

Date - 6<sup>th</sup> July 2024

To,  
Board of Directors,  
UFO Moviez India Limited  
Valuable Techno Park, Plot No. 53/1,  
Road No. 7, MIDC, Marol, Andheri (East),  
Mumbai - 400093

Reference: Term Loan Agreement dated 21-12-2020 and Master Facility Agreement dated 21-12-2020

Subject: No Objection to Scheme of Arrangement amongst Scrabble Digital Limited ("Transferor Company 1" or "SDL") and UFO Software Technologies Private Limited ("Transferor Company 2" or "USTPL") and UFO Moviez India Limited ("the Transferee Company" or "UFO") under Sections 230 to 232 read with Section 66 and Section 52 and other applicable provisions of the Companies Act, 2013 ("Scheme")

Dear Sir,

IDFC FIRST Bank, at the request of UFO Moviez India Limited, a company incorporated under the Companies Act, 1956 having its Registered Office Valuable Techno Park, Plot No. 53/1, Road No. 7, MIDC, Marol, Andheri (East), Mumbai - 400093 ("Company") has sanctioned and/or granted credit facilities in the nature of *Working Capital Facilities and Term Loan* vide Sanction Letter Ref No. IDFC/CAD/REF/SL/3824 dated 17-12-2020 and the Term Loan Agreement dated 21-12-2020 and Master Facility Agreement dated 21-12-2020, (collectively referred as the "Loan Agreements") basis the terms and conditions stipulated therein.

1. Now, we are in receipt of a Letter/ Email dated 6<sup>th</sup> June 2024, from the Company along with the Scheme of Arrangement amongst Scrabble Digital Limited ("Transferor Company 1" or "SDL") and UFO Software Technologies Private Limited ("Transferor Company 2" or "USTPL") and UFO Moviez India Limited ("the Transferee Company" or "UFO") under Sections 230 to 232 read with Section 66 and Section 52 and other applicable provisions of the Companies Act, 2013 ("Scheme"), as amended and/or replaced from time to time, and duly approved by the Board of Directors of the Company. We have read and understood the Scheme.
2. In this regard, we IDFC FIRST Bank, as a secured creditor of UFO hereby give our consent to the Scheme and confirm that we fully support the Scheme and every step, which may be taken by UFO, its Directors or authorised representatives for the Scheme.



IDFC FIRST Bank Limited

Naman Chamber, C-32, G-Block, Opp. PNB Bank, Bandra-Kurla Complex, Bandra-East, Mumbai - 400 051.



Corporate Office: IDFC FIRST Bank Ltd The Square, C-61, G Block, Ground Floor To 8th Floor Bandra Kurla Complex, Bandra East, Mumbai - 400 051.

CIN : L65110TN2014PLC097792 bank.info@idfcfirstbank.com www.idfcfirstbank.com

3. In terms of the Agreement together with all related orders, agreements, amendments, modifications, addendums and side letter thereto (collectively, "Original Agreement"), we grant our waiver / consent / no-objection to the Scheme and transactions contemplated thereunder and confirm that nothing further would be required to be done by UFO in this regard.
4. Kindly treat this letter as our consent and agreement to the Scheme, and any modification that may be made therein by the Hon'ble Tribunal or such other competent authority, whilst sanctioning the Scheme.
5. Further, an application may be moved before the Hon'ble Tribunal to dispense with the meeting of secured creditors, and we have no objection if it is so dispensed with.

Thanking you,

Yours Faithfully

Authorised Signatory

IDFC FIRST Bank